

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

R.S. BACON VENEER, INC.,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 4:11CV00600 AGF
)	
GANNON INTERNATIONAL, LTD.,)	
)	
Defendant.)	

MEMORANDUM AND ORDER

This matter is before the Court on Plaintiff's motion (Doc. No. 19) to enforce a settlement agreement reached between the parties in this case. It is undisputed that the parties settled this case for \$90,000 to be paid in monthly installments from March through September 2012, with the final payment due on September 15, 2012. Mutual releases were also to be signed.

Plaintiff filed the motion to enforce the agreement on July 5, 2012, stating that Defendant still had not signed the agreement, and asking the Court to order Defendant to pay the full amount in full without delay. Defendant responded to the motion to enforce, acknowledging the agreement and stating that it would pay the \$90,000 in full by September 1, 2012, but that to order Defendant to pay the full amount before then would provide Plaintiff with more than it bargained for. Plaintiff did not reply.

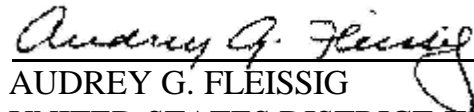
Where the terms of a settlement are unambiguous, a federal district court has inherent power to enforce an agreement entered into by the parties in a pending case. *Barry v. Barry*, 172 F.3d 1011, 1013 (8th Cir. 1999). Here the terms of the agreement

are undisputed. The only question that remains is what relief to award Plaintiff, a matter on which the Court will hold an evidentiary hearing.

Accordingly,

IT IS HEREBY ORDERED that Plaintiff's motion to enforce the settlement agreement reached between the parties is **GRANTED** with respect to liability. (Doc. No. 19.)

IT IS FURTHER ORDERED that a hearing to determine the relief to which Plaintiff is entitled shall be held on **September 6, 2012, at 9:30 a.m.**



AUDREY G. FLEISSIG
UNITED STATES DISTRICT JUDGE

Dated this 21st day of August, 2012.